

CITY OF EL PASO, TEXAS
DEPARTMENT HEAD'S SUMMARY REQUEST FOR COUNCIL ACTION (RCA)

DEPARTMENT: Airport
AGENDA DATE: October 6, 2009
CONTACT PERSON/PHONE: Monica Lombraña, A.A.E.
Director of Aviation
780-4793
DISTRICT(S) AFFECTED: 3

SUBJECT:

Approve a Resolution authorizing the City Manager to sign a Federal Aviation Administration Memorandum of Agreement DTFASW-10-L-00112 by and between the CITY OF EL PASO and the Federal Aviation Commission regarding the operation, and maintenance of systems for Air Traffic Control, Navigation, Communication, and Weather Reporting in support of the ongoing operation of the El Paso International Airport for the term of October 1, 2009 and continuing through September 30, 2029

BACKGROUND / DISCUSSION:

It is mutually understood and agreed that the Airport requires FAA navigation aid facilities in order to operate the Airport, and the FAA requires navigation, communication, and weather aid facilities to support Air Traffic Operations. The Airport and the FAA currently have five (5) existing, non-revenue, lease agreements in place with varying terms. The Memorandum of Agreement will replace the five (5) existing leases to reduce paperwork, and the cost to maintain the five (5) individual leases. In addition, the FAA is responsible for the installation, operation, and maintenance of the all navigational aids upon Airport premises.

PRIOR COUNCIL ACTION:

Council approved DTFA 07-03-L-00500 on 08-01-1962
Council approved DTFA 07-96-L-01007 on 04-15-1980
Council approved DTFA 07-90-L-01091 on 03-01-1990
Council approved DTFA 07-98-L-01062 on 10-01-1997
Council approved DTFA 07-02-L-05224 on 02-15-2007
The above are being replaced by MOA DTFASW-10-L-00112

AMOUNT AND SOURCE OF FUNDING:

N.A. This is a non-revenue lease without cost to the City.

BOARD / COMMISSION ACTION:

N.A.

*****REQUIRED AUTHORIZATION*****

LEGAL: (if required) _____ **FINANCE:** (if required) _____

OTHER: _____

Monica Lombraña, A.A.E., Director of Aviation

Information copy to appropriate Deputy City Manager

APPROVED FOR AGENDA:

CITY MANAGER: _____

DATE: _____

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign a Memorandum of Agreement (Agreement Number DTFASW-10-L-00112) between the City of El Paso and the Federal Aviation Administration (FAA), which allows for the construction, operation and maintenance of FAA owned navigation, communication and weather aids required to support Air Traffic Operations at the El Paso International Airport and which will replace five identified existing leases.


PASSED AND APPROVED THIS ____ DAY OF _____ 2009.

CITY OF EL PASO

John F. Cook
Mayor


Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Theresa Cullen
Deputy City Attorney

APPROVED AS TO CONTENT:



Monica Lombraña, A.A.E.
Director of Aviation

FEDERAL AVIATION ADMINISTRATION

MEMORANDUM OF AGREEMENT

Agreement Number DTFASW-10-L-00112

This agreement is made and entered into by the City of El Paso, hereinafter referred to as Airport, for itself, its successors and assigns, and the Federal Aviation Administration, hereinafter referred to as the FAA.

WITNESSETH

WHEREAS, the parties listed above have entered into an Airport Improvement Grant Agreement; and

WHEREAS, the parties listed above have entered into an agreement providing for the construction, operation, and maintenance of FAA owned navigation, communication and weather aids for the support of Air Traffic Operations; and

WHEREAS, the parties consider it desirable to work in cooperation with each other in the technical installation and operation of air navigational aids; and

WHEREAS, both parties agreed the establishment, operation, and maintenance of systems for air traffic control, navigation, communication, and weather reporting is in the primary interest of safety and direct support of the ongoing operation of the El Paso International Airport.

NOW, THEREFORE, the parties mutually agree as follows:

1. TERMS AND CONDITIONS (Jun-04):

It is mutually understood and agreed that the Airport requires FAA navigation aid facilities in order to operate their business and that the FAA requires navigation, communication and weather aid facilities at the Airport in order to support Air Traffic Operations. Thus, in the interest of both parties it is hereby agreed that the Airport will allow the FAA to construct, operate, and maintain FAA owned navigation, communication and weather aid facilities in areas on the Airport that have been mutually determined and agreed upon for the term commencing on October 1, 2009 and continuing through September 30, 2029. The FAA can terminate this agreement, in whole or part at anytime by giving at least (60) day's notice in writing. Said notice shall be sent by certified or registered mail.

(a) Together with a right-of-way for ingress to and egress from the premises; a right-of-way for establishing and maintaining pole lines or under ground lines for extending electrical power and/or telecommunications lines to the premises; including a right-of-way for subsurface power, communication and/or water lines to the premises; all right-of-ways to be over the area referred to as El Paso International Airport, to be routed reasonably determined to be the most convenient to the FAA and as not to interfere with Airport operations. The Airport shall have the right to review and comment on plans covering access and utility rights-of-way under this paragraph.

(b) And the right to grading, conditioning, and installing drainage facilities, and seeding the soil of the premises, and the removal of all obstructions from the premises which may constitute a hindrance to the establishment and maintenance of navigational aid systems.

The Airport shall have the right to review and comment on plans covering work permitted under this paragraph.

(c) And the rights to make alterations attach fixtures, and erect additions, structures or signs, in direct support of the Airport. The Airport shall have the right to review and comment on plans covering work permitted under this paragraph.

(d) And the right to park, without cost, all official and privately owned vehicles used for the maintenance and operation of the air navigational facilities. Parking shall be provided adjacent to the navigational aid facility or as near as possible without interfering with the operation of the Airport.

2. CONSIDERATION (Aug- 02):

The FAA shall pay the Airport no monetary consideration, it is mutually agreed that the rights extended to the FAA herein are in consideration of the obligations assumed by the FAA in its establishment, operation, and maintenance of navigational aid facilities upon the premises.

3. PURPOSE (Apr-05):

It is understood and agreed that the use of the herein described premises, known as, El Paso International Airport shall be related to the FAA's activities in support of Air Traffic operations.

4. FAA FACILITIES (Apr-05):

The FAA facilities covered by this agreement are identified on the most current approved Airport Layout Plan (ALP) and/or other pertinent drawings that are made a part of this agreement by reference and shown on the attached FAA "List of Facilities".

5. TITLE TO IMPROVEMENTS (Apr-05):

Title to the improvements constructed for use by the FAA during the life of this agreement shall be in the name of the FAA.

6. HAZARDOUS SUBSTANCE CONTAMINATION (May-00):

The FAA agrees to remediate, at its sole cost, all hazardous substance contamination on the FAA facility premises that is found to have occurred as a direct result of the installation, operation, relocation and/or maintenance of the FAA's facilities covered by this agreement. The Airport agrees to remediate or have remediated at its sole cost, any and all other hazardous substance contamination found on the FAA facility premises. The Airport also agrees to save and hold the U. S. Government harmless for any and all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the FAA facility premises that are not directly attributable to the installation, operation and/or maintenance of the facilities on the attached FAA "List of Facilities."

7. INTERFERENCE WITH FAA OPERATIONS (Oct-96):

The Airport agrees not to erect or allow to be erected any structure or obstruction of whatsoever kind or nature within the Airport's boundaries that may interfere with the proper operation of the navigational aid facilities installed by the FAA, as it is not in the best interest of the Airport or the FAA.

8. FUNDING RESPONSIBILITY FOR FAA FACILITIES (Oct-96):

The Airport agrees that any relocation, replacement, or modification of any existing or future FAA's navigational aid systems made necessary by Airport improvements or changes, which interferes with the technical and/or operational characteristics of the facility, will be at the expense of the Airport, with the exception of any such improvements or changes which are made at the request of the FAA. In the event such relocations, replacements, or modifications are necessary due to causes not attributable to either the Airport or the FAA, funding responsibility shall be determined by mutual agreement between the parties.

9. NON-RESTORATION (Oct-96):

It is hereby agreed between the parties, that upon termination of its occupancy, the FAA shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property which is the subject matter of this agreement. It is further agreed that the FAA may abandon in place any or all of the structures and equipment installed in or located upon said property by the FAA during its tenure. Such abandoned equipment shall become the property of the Airport.

10. NOTICES (Oct-96):

All notices/correspondence shall be in writing, reference the Agreement number, and be addressed as follows:

Lessor: City of El Paso
El Paso International Airport
6701 Convair Road
El Paso, Texas 79925-1091

Government: Federal Aviation Administration
Real Estate & Utilities Group, ASW-53
2601 Meacham Blvd.
Fort Worth, Texas 76137

11. PREVIOUS LEASE(S)/AGREEMENT(S)

Upon commencement, this agreement supersedes and hereby terminates Lease number DTFA07-96-L-01007, DTFA07-98-L-01062, DTFA07-03-L-00500, DTFA07-02-L-05224, and DTFA07-90-L-01091.

12. THE FOLLOWING CLAUSES ARE INCORPORATED BY REFERENCE: The full text of these clauses can be found via Internet at Land On-Airport Lease (http://fasteditapp.faa.gov/ams/do_action)

1. OFFICIALS NOT TO BENEFIT (10/96)
2. COVENANT AGAINST CONTINGENT FEES (8/02)
3. ANTI-KICKBACK (10/96)

13. SIGNATURES (Apr-04):

The Airport and the FAA hereby agree to the provisions outlined in this agreement as indicated by the signatures herein below of their duly authorized representative (s). This agreement is effective upon the date of signature by the last party thereof.

City of El Paso, Texas
EL PASO INTERNATIONAL AIRPORT

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

By: _____
Joyce A. Wilson
Title: City Manager

By: _____
Thomas Ryan Kewitt
Title: Contracting Officer

Date: _____

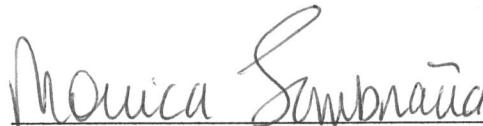
Date: _____

Approved As to Form:

Approved As to Content:



Theresa Cullen
Deputy City Attorney



Monica Lombrana, A.A.E.
Director of Aviation

